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USER CERTIFICATION
As Required by the Federal Fair Credit Reporting Act and its State Analogues
AND CLIENT SERVICES AGREEMENT

This Agreement is made by and between Verifications Incorporated (VI) and the CLIENT named below:

VERIFICATIONS INCORPORATED (VI)
 6900 Wedgwood Road North, Suite 120
 Maple Grove, MN 55311
 Phone: 800-295-8757 / 800-735-3002
 Fax: 866-230-8800 / 800-888-5001
 Email: info@verificationsinc.com
www.verificationsinc.com
 Account Executive: Larry Peterson

CLIENT: Interstate Bakeries Corporation
Address: 12,000 E. Armour Blvd
City, State ZIP: Kansas City, MO 64111
Phone: (816) 502-4000
Fax: (816) 502-4155
Email: david@interstatebrands.com
Website:

Nature of Client's Business/Industry: _____

1. CLIENT desires to use and purchase services of VERIFICATIONS INCORPORATED ("VI"). CLIENT acknowledges that VI is considered a "Consumer Reporting Agency" as defined by the federal Fair Credit Reporting Act (15 U.S.C. 1681, et seq. as amended) and its state analogues ("FCRA Regulations"), and must comply with FCRA Regulations. CLIENT acknowledges that by using the services of VI, CLIENT is considered a "User" of Consumer Reports and also becomes subject to FCRA Regulations.

CLIENT and VI agree to bear their respective responsibilities as defined in FCRA Regulations, the Driver Privacy Protection Act and all other applicable federal and state laws and regulations relating to Consumer Reports. CLIENT acknowledges that background investigation reports provided by VI are considered "Consumer Reports" or "Investigative Consumer Reports," hereinafter referred to collectively as "Consumer Reports." CLIENT agrees to order and use Consumer Reports in full compliance with FCRA Regulations including, but not limited to, the following:

- A. CLIENT agrees that the information from the reports provided by VI will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- B. CLIENT agrees that Consumer Reports will be ordered only when intended for employment purposes and will not be used for any other purpose/s. CLIENT specifically agrees not to sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this agreement to any third party. CLIENT agrees that distribution and review of all reports, whether oral or written, will be limited to those with a legitimate business need for the information, or as permitted or required by law.
- C. CLIENT agrees to notify each applicant in a clear and conspicuous disclosure that a Consumer Report will be obtained. Such disclosure will be made in writing before the Consumer Report is ordered and the disclosure will be made in a document consisting solely of the disclosure or the disclosure and authorization.
- D. CLIENT agrees to obtain a signed authorization from every person on whom a Consumer Report will be ordered and, upon request from VI, to forward a copy of the authorization to VI. CLIENT agrees that this authorization will be obtained and be in CLIENT's possession before VI is directed to prepare a Consumer Report.
- E. CLIENT agrees that if adverse employment action is to be taken, based either in whole or part on information provided by VI in a Consumer Report, the CLIENT will comply with adverse action procedures as defined in FCRA Regulations.
- F. CLIENT acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" as prepared by the Federal Trade Commission. A copy of this notice is attached hereto as Exhibit A.
- G. CLIENT and VI acknowledge that every Consumer Report sent to a consumer must include A Summary of Your Rights Under the Fair Credit Reporting Act, hereinafter referred to as "Consumer Rights." By initialing below:

CLIENT relieves VI of responsibility of attaching "Consumer Rights" to each Consumer Report sent to CLIENT. CLIENT agrees to include in and attach to each Consumer Report received from VI a copy of "Consumer Rights" whenever required by FCRA Regulations, and specifically when CLIENT is providing copy of Consumer Report to consumer.



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- H. If hiring applicants to work in California, CLIENT acknowledges specific requirements imposed by *California Investigative Consumer Reporting Agencies Act* and, that unless CLIENT has reason to believe the employee/applicant (consumer) is or has been engaged in criminal activity that is likely to result in loss to CLIENT or CLIENT has reasonable suspicion of other wrongdoing on part of employee/applicant, CLIENT agrees to:
- a. Disclose to the employee/applicant in writing that an Investigative Consumer Report has been ordered, provide the name and address of VI as preparing the Investigative Consumer Report, provide the nature and scope of the investigation requested.
 - b. Secure a release and authorization from the consumer each time an Investigative Consumer Report is requested.
2. CLIENT acknowledges that special requirements are imposed by credit bureaus if CLIENT requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a consumer's Social Security Number (SSN). CLIENT therefore agrees:
- A. To make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or SSN.
 - B. To ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for employment purposes of CLIENT.
 - C. To release and indemnify the credit-reporting agency from all liability arising from CLIENT's unauthorized access, improper use, or reliance on consumer credit information provided by VI pursuant to this agreement.
3. As part of the services provided to CLIENT, VI makes available on a best-effort basis VI's internet-based on-line services, hereinafter referred to as VI ON-LINE, the features and functions of which may change from time to time as determined solely by VI. CLIENT is under no obligation to use VI ON-LINE, however, use of VI ON-LINE does not in any way alter the legal responsibilities of the CLIENT, particularly those imposed by *FCRA Regulations*.
- A. CLIENT and VI agree that all CLIENT ID's, passwords, access information, and any other proprietary information of either party will be kept strictly confidential and distribution will be limited to those with a legitimate business need to know. CLIENT further agrees to prevent unauthorized viewing of consumer information through VI ON-LINE.
 - B. CLIENT agrees to notify VI when CLIENT requires enabling or disabling of one or more CLIENT ID's and Passwords to access VI ON-LINE. If a VI ON-LINE user leaves the employ of CLIENT, CLIENT acknowledges that until a written request to disable a password is made of VI, any previously issued CLIENT ID's and Passwords remain active and will permit access to VI ON-LINE. CLIENT is fully liable for any and all actions of CLIENT's representative until CLIENT requests a password be disabled.
 - C. VI shall not be liable for any CLIENT information being disclosed as a result of an outside third party accessing VI's or CLIENT's computer systems without either party's authority (i.e., hackers).
 - D. CLIENT acknowledges that VI ON-LINE remains the sole property of VI and that no title to, or ownership of, any software is transferred to CLIENT.
4. CLIENT and VI acknowledge that under federal law Consumer Reports may be provided only to legitimate business entities. Therefore, VI may request CLIENT's business license or some other form/s of identification before service may commence. CLIENT is not obligated to provide requested identification; however, if required identification is not provided, VI reserves the right not to commence service.
5. Without limiting any of the foregoing, CLIENT acknowledges that it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this Agreement, including without limitation *FCRA Regulations*, and is solely responsible for its compliance therewith.

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6. CLIENT agrees that this Agreement and Exhibits constitute all conditions of service and applies to all reports made by VI to CLIENT regardless of which office of CLIENT requests and/or receives such reports. CLIENT further agrees that no changes in these conditions may be made except by written consent of an authorized agent of Verifications Incorporated and an authorized agent of CLIENT.

By: **VERIFICATIONS INCORPORATED**

Signature, Authorized Representative

Printed Name

Title

Date

CLIENT

Signature, Authorized Representative

Printed Name

Title

Date

NOTE: As a Consumer Reporting Agency, Verifications, Inc. is required to obtain evidence that any organization to whom Consumer Reports are provided is a legitimate business entity with a permissible purpose for receiving the report. Therefore, the following information is required before we can conduct background screening on your behalf.

Please attach a copy of BUSINESS LICENSE or ARTICLES OF INCORPORATION to this User Certification when returning to Verifications, Inc. This is required to establish your account.			
Business Type (Check One)		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	
Building Type (Check One)		<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Apartment Complex <input type="checkbox"/> Apartment Complex with Storefront	
Corporate Headquarters Address (if different than provided on Page 1) Physical Address; not PO Box		Main Phone Number	
12 East Alameda Blvd.			
Website (if different than provided on Page 1)			
www.Internatlbakerycorp.com			
Years in Business (If less than one, please attach copy of BUSINESS LEASE.)		Number of Employees 34,000	
Is Company Publicly Traded?		Stock Exchange	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		JBC Symbol NYSE	

Attachment - Exhibit A: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA, as prepared by the Federal Trade Commission. Please retain Exhibit A for your records. Do not return it to Verifications, Inc.